

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emerson Drive		06/01/2003	PARTNERSHIP: CANADA
RECEIVING PARTY DATA			
Name:	Emerson Drive Touring, LLC		
Street Address:	209 10th Avenue South		
Internal Address:	Suite 216		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203-0712		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2944239	EMERSON DRIVE	
CORRESPONDENCE DATA			
Fax Number:	(205)244-5714		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	205-458-5284		
Email:	ivincent@burr.com		
Correspondent Name:	India E. Vincent, Esq.		
Address Line 1:	420 North 20th Street		
Address Line 2:	Suite 3400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	EMERSON DR		
NAME OF SUBMITTER:	India E. Vincent, Esq.		
Signature:	/india vincent/		

CH \$40.00 2944239

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**TRADEMARK
 REEL: 004442 FRAME: 0196**

Date:

12/29/2010

Total Attachments: 3

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of the 1st day of June, 2003, by and between EMERSON DRIVE TOURING, LLC, a Tennessee limited liability company ("Buyer"), and EMERSON DRIVE, a Canadian general partnership ("Seller").

RECITALS:

A. In preparation for the dissolution of the Seller, Seller agreed to sell, transfer, convey, assign and deliver to Buyer all of Seller's right, title and interest under, in and to all of its assets.

B. In connection with this assignment and assumption, Seller agreed to assign to Buyer, and Buyer agreed to assume certain obligations arising under the "Assumed Contracts" (as defined in Section 1 hereto), and certain other liabilities, pursuant to the terms of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

1. **ASSIGNMENT.** Seller hereby grants, sells, bargains, conveys, transfers and assigns to Buyer, its successors and assigns, all of Seller's rights, title and interest under, in and to those agreements specifically identified on Exhibit A attached hereto (collectively, the "Assumed Contracts").

2. **ASSUMPTION OF THE ASSUMED CONTRACTS.** Buyer hereby accepts the sale, bargain, conveyance, transfer and assignment by Seller to Buyer, its successors and assigns, of all of Seller's rights, title and interest under, in and to the Assumed Contracts, and hereby assumes and agrees to perform and discharge all of Seller's executory obligations arising under the Assumed Contracts on and after the date hereof (the "Assumed Contract Liabilities").

3. **NO ASSUMPTION OF OTHER LIABILITIES.** Except for the Assumed Contract Liabilities, Buyer does not assume, and shall not in any manner become responsible or liable for, and Seller shall retain, pay, discharge and perform in full, all other debts, obligations or liabilities of Seller, whether known or unknown, fixed, contingent or otherwise.

4. **MISCELLANEOUS PROVISIONS.**

(a) *Further Assurances.* Seller and Buyer agree, at the other party's request, whether on or after the date hereof, and without further consideration, that each shall execute and deliver any and all further instruments and documents, and take such further actions, as the other party may reasonably request or as may reasonably be required in order more effectively to vest in Buyer all of Seller's rights, title and interest under, in and to each of the Assumed Contracts, and to evidence Buyer's assumption of the Assumed Contract Liabilities, or to otherwise carry out the provisions of this Agreement.

(b) *Binding Effect.* All of the terms, provisions and conditions of this Agreement shall be binding on, and shall inure to and be enforceable by, the parties hereto and their respective successors and assigns.

(c) *Capitalized Terms.* Any word whose initial letter is capitalized is a defined term.

(d) *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

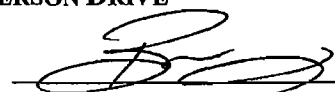
(e) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first
above written.

EMERSON DRIVE TOURING, LLC

By: 
Name: Bradley Mates
Title: Chief Manager

EMERSON DRIVE

By: 
Name: Bradley Mates
Title: Partner